

# **Exhibit 4**

**E-mail correspondence from August 12, 2024, from  
4:40 PM to 9:11 PM.**

Robert McDuff

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**From:** Robert McDuff <[rbm@mcdufflaw.com](mailto:rbm@mcdufflaw.com)>  
**Sent:** Monday, August 12, 2024 9:11 PM  
**To:** 'Gerry, Emily'  
**Cc:** 'Salcido, Robert'  
**Subject:** RE: Jehl settlement --- costs

PS: In light of the settlement agreement you all asked for this afternoon, which contains some provisions that were not previously discussed and that don't seem appropriate, and given that the time for noticing an appeal expires today, I'm going to file a notice of appeal in an abundance of caution. It will be withdrawn once we the documentation related to the settlement is in place.

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**From:** Robert McDuff <[rbm@mcdufflaw.com](mailto:rbm@mcdufflaw.com)>  
**Sent:** Monday, August 12, 2024 8:23 PM  
**To:** 'Gerry, Emily' <[egerry@akingump.com](mailto:egerry@akingump.com)>  
**Cc:** 'Salcido, Robert' <[rsalcido@AKINGUMP.COM](mailto:rsalcido@AKINGUMP.COM)>  
**Subject:** RE: Jehl settlement --- costs

So we can agree to the language in 2 as long as its clarified to confirm that it refers to the Relator as an individual and we can agree to 3. There are other things in the agreement that we have concerns about and that require further discussion. As a practical matter, I'm not able to work on it more this evening. Can I go ahead and file the stipulation?

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**From:** Gerry, Emily <[egerry@akingump.com](mailto:egerry@akingump.com)>  
**Sent:** Monday, August 12, 2024 7:46 PM  
**To:** Robert McDuff <[rbm@mcdufflaw.com](mailto:rbm@mcdufflaw.com)>  
**Cc:** Salcido, Robert <[rsalcido@AKINGUMP.COM](mailto:rsalcido@AKINGUMP.COM)>  
**Subject:** RE: Jehl settlement --- costs

Hi, Rob—agreed with respect to the language in paragraph 2 (Relator's Release), though we would note that the language of paragraph 5 (No Other Actions) is intended to refer both to lawsuits filed or proceedings initiated by Mr. Jehl in his individual capacity and in his capacity as an attorney. Attached is a version with a corrected paragraph 3, both in redline and clean.

Emily I Gerry

**Akin**

Direct: +1 202.887.4169 | Internal: 24169  
Pronouns: she/her/hers (What's this?)

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**From:** Robert McDuff <[rbm@mcdufflaw.com](mailto:rbm@mcdufflaw.com)>  
**Sent:** Monday, August 12, 2024 8:28 PM  
**To:** Gerry, Emily <[egerry@akingump.com](mailto:egerry@akingump.com)>

**Cc:** Salcido, Robert <[rsalcido@AKINGUMP.COM](mailto:rsalcido@AKINGUMP.COM)>

**Subject:** RE: Jehl settlement --- costs

Hi Emily,

The language of paragraph 2 seems to be talking about Cameron as an individual and not an attorney for others. Am I correct about that?

There appears to be a typo in paragraph 3 where it says Defendants agree to hold harmless the defendants.

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**From:** Gerry, Emily <[egerry@akingump.com](mailto:egerry@akingump.com)>

**Sent:** Monday, August 12, 2024 6:51 PM

**To:** Robert McDuff <[rbm@mcdufflaw.com](mailto:rbm@mcdufflaw.com)>

**Cc:** Salcido, Robert <[rsalcido@AKINGUMP.COM](mailto:rsalcido@AKINGUMP.COM)>

**Subject:** RE: Jehl settlement --- costs

Are you able to ask whether they have any pending lawsuits against Defendants or their affiliates? It is material to us insofar as our client's intent in entering into this agreement is to achieve peace going forward.

Re "agree to the release language," that is correct: paragraphs 2 ("Relator's Release") and 3 ("Defendants' Release").

Emily I Gerry

**Akin**

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Pronouns: she/her/hers ([What's this?](#))

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**From:** Robert McDuff <[rbm@mcdufflaw.com](mailto:rbm@mcdufflaw.com)>

**Sent:** Monday, August 12, 2024 7:49 PM

**To:** Gerry, Emily <[egerry@akingump.com](mailto:egerry@akingump.com)>

**Cc:** Salcido, Robert <[rsalcido@AKINGUMP.COM](mailto:rsalcido@AKINGUMP.COM)>

**Subject:** RE: Jehl settlement --- costs

Emily,

When you say "agree to the release language," do you mean the language of the two mutual release paragraphs?

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**From:** Gerry, Emily <[egerry@akingump.com](mailto:egerry@akingump.com)>

**Sent:** Monday, August 12, 2024 5:55 PM

**To:** Robert McDuff <[rbm@mcdufflaw.com](mailto:rbm@mcdufflaw.com)>

**Cc:** Salcido, Robert <[rsalcido@AKINGUMP.COM](mailto:rsalcido@AKINGUMP.COM)>

**Subject:** RE: Jehl settlement --- costs

Hi, Rob—so long as counsel for Relator can confirm they have filed no other lawsuits or initiated any other proceedings against Defendants that are currently pending other than the Civil Action per proposed paragraph 5,

we are fine with stripping out counsel and related language consistent with the attached redline. If you can confirm that you folks agree to the release language, we are fine with your filing the stipulation.

Emily I Gerry

**Akin**

Direct: +1 202.887.4169 | Internal: 24169

Pronouns: she/her/hers (What's this?)

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**From:** Robert McDuff <[rbm@mcdufflaw.com](mailto:rbm@mcdufflaw.com)>  
**Sent:** Monday, August 12, 2024 6:39 PM  
**To:** Gerry, Emily <[egerry@akingump.com](mailto:egerry@akingump.com)>  
**Cc:** Salcido, Robert <[rsalcido@AKINGUMP.COM](mailto:rsalcido@AKINGUMP.COM)>  
**Subject:** RE: Jehl settlement --- costs

PS: Cameron says it will be later this evening before he can review. Can we go ahead and file the stipulation now? I'm fine if you want to add the releases to the stipulation (preferably in shorter form).

Also, the settlement agreement is between the parties and not their attorneys so I think the language about it the attorneys being parties to the agreement should be removed. I'm happy to sign it as Cameron's lawyer. But Barrett and Phil and Nathan were not part of the discussion on this settlement and their signatures are not needed. You can go ahead and make that change and I'll get back to you further after Cameron reviews. Thanks.

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**From:** Robert McDuff <[rbm@mcdufflaw.com](mailto:rbm@mcdufflaw.com)>  
**Sent:** Monday, August 12, 2024 5:32 PM  
**To:** 'Gerry, Emily' <[egerry@akingump.com](mailto:egerry@akingump.com)>  
**Cc:** 'Salcido, Robert' <[rsalcido@AKINGUMP.COM](mailto:rsalcido@AKINGUMP.COM)>  
**Subject:** RE: Jehl settlement --- costs

Thanks Emily. The changes to the two documents are fine. I'm trying to track down Cameron to review the settlement agreement. It seems unnecessary and quite wordy to me and in the unlikely event Judge Davidson didn't sign the order, I think it's a bit much to require Cameron to come up with \$1 million in 48 hours. But let me see what he says. I'll get back to you.

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**From:** Gerry, Emily <[egerry@akingump.com](mailto:egerry@akingump.com)>  
**Sent:** Monday, August 12, 2024 5:07 PM  
**To:** Robert McDuff <[rbm@mcdufflaw.com](mailto:rbm@mcdufflaw.com)>  
**Cc:** Salcido, Robert <[rsalcido@AKINGUMP.COM](mailto:rsalcido@AKINGUMP.COM)>  
**Subject:** RE: Jehl settlement --- costs

Hi, Rob—attached, please find minor proposed edits to the stipulation and proposed order. Also attached is a proposed draft settlement agreement, which sets forth mutual releases to protect both parties. We are pleased to consider any revisions that you have to it. Thanks very much, and let us know if you have any questions or would like to discuss further.

Emily I Gerry

**Akin**

Direct: +1 202.887.4169 | Internal: 24169  
Pronouns: she/her/hers ([What's this?](#))

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**From:** Salcido, Robert <[rsalcido@AKINGUMP.COM](mailto:rsalcido@AKINGUMP.COM)>  
**Sent:** Monday, August 12, 2024 4:40 PM  
**To:** Robert McDuff <[rbm@mcdufflaw.com](mailto:rbm@mcdufflaw.com)>  
**Cc:** Gerry, Emily <[egerry@akingump.com](mailto:egerry@akingump.com)>  
**Subject:** RE: Jehl settlement --- costs

Thanks. We are working on this and coordinating with the client. We (cc'ing my colleague Emily Gerry, who is helping on this) will be back shortly. Thanks, R.S.

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**From:** Robert McDuff <[rbm@mcdufflaw.com](mailto:rbm@mcdufflaw.com)>  
**Sent:** Monday, August 12, 2024 12:11 PM  
**To:** Salcido, Robert <[rsalcido@AKINGUMP.COM](mailto:rsalcido@AKINGUMP.COM)>  
**Subject:** RE: Jehl settlement --- costs

Ok. See attached. Please add your signature block to the stipulation and track any changes (or rewrite). If the stipulation is acceptable as is, feel free to go ahead and file it (and change the cert of service so that it's coming from you). And track any changes to the order (or rewrite if you wish). If the order is agreeable, feel free to email directly to the Judge after filing the stip. Or I'm happy to file and/or email the order. Thanks.

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**From:** Salcido, Robert <[rsalcido@AKINGUMP.COM](mailto:rsalcido@AKINGUMP.COM)>  
**Sent:** Monday, August 12, 2024 1:50 PM  
**To:** Robert McDuff <[rbm@mcdufflaw.com](mailto:rbm@mcdufflaw.com)>  
**Subject:** RE: Jehl settlement --- costs

Rob -- The payment amount we will need to settle is \$1,000,000, exclusive of any costs previously received. Thanks, R.S.

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**From:** Robert McDuff <[rbm@mcdufflaw.com](mailto:rbm@mcdufflaw.com)>  
**Sent:** Monday, August 12, 2024 11:31 AM  
**To:** Salcido, Robert <[rsalcido@AKINGUMP.COM](mailto:rsalcido@AKINGUMP.COM)>  
**Subject:** Jehl settlement --- costs

**\*\*EXTERNAL Email\*\***

Dear Robert,

Am I correct that the \$1,000,000.00 figure includes the \$32,355.68 in costs that you have already received?

Thanks,

Rob

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